

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM706237

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Acknowledgment of Security Interest in Trademarks

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RFX, LLC		01/31/2022	Limited Liability Company: PENNSYLVANIA
Pioneer Transfer, LLC		01/31/2022	Limited Liability Company: PENNSYLVANIA

## RECEIVING PARTY DATA

<b>Name:</b>	The Huntington National Bank
<b>Street Address:</b>	917 Euclid Avenue CM64
<b>City:</b>	Cleveland
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44114
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	5174872	RFX
Registration Number:	2881235	RFX
Registration Number:	5914911	WHAT WE DO MATTERS
Registration Number:	5914349	RFX
Registration Number:	3034052	RFX
Registration Number:	5174871	RFX FORWARD.
Registration Number:	6338649	PIONEER TRANSFER

## CORRESPONDENCE DATA

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 4125621637

Email: vicki.cremonese@bipc.com

Correspondent Name: Michael L. Dever

Address Line 1: 501 Grant Street

Address Line 2: Suite 200

Address Line 4: Pittsburgh, PENNSYLVANIA 15219

CH \$190.00 5174872

<b>ATTORNEY DOCKET NUMBER:</b>	0070751-000111
<b>NAME OF SUBMITTER:</b>	Michael L. Dever
<b>SIGNATURE:</b>	/Michael L. Dever/
<b>DATE SIGNED:</b>	02/03/2022

**Total Attachments: 3**

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## ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS

January 31, 2022

WHEREAS, **RFX, LLC**, a Pennsylvania limited liability company and **PIONEER TRANSFER, LLC**, a Pennsylvania limited liability company (collectively, "Grantors"), have adopted, used and are using, and hold all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule 1, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantors have entered into a Sixth Amendment and Joinder to Amended and Restated Credit and Security Agreement, dated as of the date hereof, whereby the Grantors have joined that certain Amended and Restated Credit and Security Agreement, dated as of December 14, 2018, as amended by that certain First Amendment and Joinder to Amended and Restated Credit and Security Agreement, dated as of September 9, 2019, as further amended by that certain Second Amendment and Joinder to Amended and Restated Credit and Security Agreement, dated as of November 30, 2019, as further amended by that certain Third Amendment to Amended and Restated Credit and Security Agreement, dated as of November 18, 2020, as further amended by that certain Fourth Amendment and Joinder to Amended and Restated Credit and Security Agreement, dated as of December 31, 2020, and as further amended by that Fifth Amendment to Amended and Restated Credit and Security Agreement, dated as of June 3, 2021 (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Credit Agreement") by and among certain other loan parties from time to time party thereto, and The Huntington National Bank, a national banking association ("Lender"); and

WHEREAS, pursuant to the Credit Agreement, Grantors have granted to Lender a continuing security interest in all right, title and interest of Grantors in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantors and Lender, Grantors do hereby grant to Lender a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

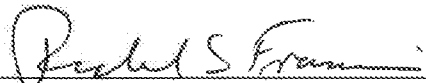
*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

**[SIGNATURE PAGE TO ACKNOWLEDGMENT OF SECURITY INTEREST IN  
TRADEMARKS]**

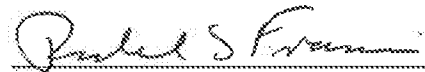
IN WITNESS WHEREOF, Grantors have caused this Acknowledgment to be duly executed by their officers thereunto duly authorized as of the date first written above.

**GRANTORS:**

**RFX, LLC**

By:   
Name: Richard S. Francis  
Title: Manager

**PIONEER TRANSFER, LLC**

By:   
Name: Richard S. Francis  
Title: Manager